

NOTICE TO BIDDERS


Electronic and sealed bids will be received by the City of Deer Park until **2:00 p.m.** on **May 16, 2011** for one (1) year's supply of plastic refuse bags. Electronic bids should be submitted by accessing www.bidsync.com. Sealed bid packages may be requested from Tracy McBride, Purchasing Coordinator, City of Deer Park, Harris County, Texas, 281.478.7228.

Each sealed proposal must be submitted in duplicate on forms secured without deposit from the City of Deer Park. Sealed bids must be marked "***One (1) Year Supply Refuse Plastic Bags***" and submitted to Sandra Watkins, City Secretary, 710 East San Augustine Street, Deer Park, Harris County, Texas 77536.

Electronic and sealed bids will be opened and publicly read at **2:00 p.m.** (per Council Chambers clock) on said date.

The City of Deer Park reserves the right to reject any and/or all bids; to waive any and all technicalities; and to accept any bid or part thereof which, in the opinion of the City Council, is most advantageous to the City.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS dated this 20th day of April, 2011.


Sandra Watkins, TRMC, CMC
City Secretary, City of Deer Park, Texas

**City of Deer Park
General Conditions of Bidding**

**NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT
IN BID BEING DISQUALIFIED.**

1. BIDDING

- A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
- B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
- C. No change in price will be considered after bids have been opened.
- D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
- E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
- F. Quotations **will not** be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
- H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
- I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.

2. TAXES

- A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD

- A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose

- for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.
 - C. Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

4. DELIVERIES

- A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full tare must be allowed and no charges made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

5. REJECTIONS

- A. Articles not in accordance with samples and specifications must be removed by the bidder and at their expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.

- B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Departments samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

6. BILLING

- A. All bills are subject to the approval of the Purchasing Coordinator.

7. PATENTS

- B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, for or on account of the use of patented appliances, products or processes and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8. INSURANCE

The following limits of insurance coverage's will be required:
Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the indemnization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

- a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
- b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 each person, \$300,000 each occurrence/aggregate; Property Damage \$100,000 each occurrence.

- d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

9. CONDITIONS PART OF BID

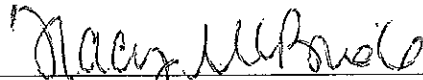
- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. PERMITS

- A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

11. BID VALIDATION

- A. Bid prices submitted shall be valid for a period of not less than 45 days.



Tracy McBride
Purchasing Coordinator
City of Deer Park
Harris County, Texas

City of Deer Park Specifications

Scope: It is the intent of these specifications to describe a one (1) year supply of plastic refuse bags as required by the City of Deer Park, Harris County, Texas.

Specifications: (General)

Plastic bags shall be 40 gallon, 2 MIL gauge 0 tolerances, and gusseted construction. Size 40" x 46". (23x17x46)

The bid shall include any/or all delivery charges direct to:

City of Deer Park Service Center
4105 Luella
Deer Park, Texas 77536

Notice to Bidders:

Delivery: The requirement will be to deliver to citizens directly as vendor truck is unloaded by city crews. The successful bidder shall agree to deliver one (1) order of twenty-four thousand (24,000) rolls the first week of October 2011.

The City will not accept delivery after 12:00 p.m.

Successful bidder shall notify the City of Deer Park **two (2) days prior** to deliveries being made.

Notice: The City of Deer Park will only accept firm, fixed bids for the bid. There will be no price negotiations after the bid has been awarded.

Specifications: (Detailed)

Quantity: 24,000 rolls

52 bags to a roll (core to be plastic or cardboard) for a total of 1,248,000 bags.

Color: Black Opaque

Packaging: 52 bags per roll packaged in individual cardboard cartons with 6" wire ties (one per bag).

Notice: It is not the intent of these specifications to exclude any manufacturer or dealer from bidding. We are open to all proposals subject to availability of delivery and services. Goods offered which deviate from these specifications will be given consideration provided that any such deviations shall be clearly stated in a letter accompanying bid, giving a complete and detailed description of such deviations. The City reserves the right to determine whether any or all such deviations will or will not be accepted. The City shall have the right to reject all bids or award that part of a bid that is most advantageous to the City of Deer Park.

**LETTER OF INTENT AND
BID SUBMITTAL FORM**

“One (1) year supply of Plastic Refuse Bags”

Purchasing Coordinator
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

I, _____, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid proposal.

SIGNED on this the _____ day of _____, 20_____.

Quantity: 24,000 rolls

Unit Price: _____

Description: Plastic Refuse Bags

Total: _____

It is understood and agreed that the above described, item, material and / or equipment, shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date